

## **EXHIBIT C PART 9**

**SUPERIOR LIVESTOCK AUCTION**

LOT# 10630B DELIVERY DATE Nov 8 2010 SALE DATE Nov 5 2010  
 SELLER J&J Cattle Co. 979 575-2701 PAPERWORK REC'D 11/13/20  
 BANK Date entered 11/8/2010  
 CONTRACT # 59648 Entered by Sw  
 12/2/2010 13:16:38

#	HEAD	DESC.	WT	SHRNK	SLD	NET WT	AVG.WT.	PRICE	GROSS AMOUNT
CONT 83	Weaned Hfr Calves		2	6			590#	\$ 104.00	
DELV 80	Weaned Hfr Ca	49980	2	6	48980		612#	\$ 102.68	\$ 50,292.66
<b>TOTALS</b>									
	80				48980				\$ 50,292.66

PART PAYMENT	.00
GROSS COMMISSION	1,005.85
ADDITIONAL COMMISSION	160.00
CONSIGNMENT FEE CREDIT	.00
NET COMMISSION DEDUCTED	1,165.85
BEEF CHECKOFF Bryan, TX	80.00
LA/AR	.00
OTHER	.00
TOTAL DEDUCTIONS	1,245.85
NET PROCEEDS DISBURSED	\$ 49,046.81

CHECK #	PAYABLE TO	CLEARED
44424	J&J Cattle Co.	49,046.81 11/12/2010\$ 49,046.81

TOTAL PAID \$ 49,046.81  
 UNDERPAID/OVERPAID \$ .00

\*\*\*\*\*  
 BUYER Superior Livestock Auction 970 842-5566 970 842-2705( PAID IN FULL  
 BUYER # 0161 Brush, CO (m) GROSS AMT \$ 50,292.66  
 COUNTRY OF ORIGIN USA PART PAYMENT \$ .00  
 ADJUSTMENTS \$ .00  
 NET DUE \$ 50,292.66

PD @ DEL FUNDS SENT VIA  
 BUYER CALLED

DELIVERY DATE Nov. 8-20, 2010  
 SLIDE Over the base weight - 6  
 SLA REP Greg Goudeau 936-873-2646 936-661-8432  
 DESTINATION Friona Yard in TX

50,292.66 11/14/2010 \$ 50,292.66  
 TOT AMOUNT PAID \$ 50,292.66  
 UNDERPAID/OVERPAID \$ .00  
 ADJ TOTAL \$ .00

COMMENTS Going to 1 of the 4 Friona yards in TX: Littlefield, Tulia, Amarillo  
 or Friona. Trucked by: Ken Davis Farm Svs Trucks 817-866-2641 SLA PD 11/14



## LIVESTOCK CONTRACT

 131 East Exchange Ave., Suite 121  
 Fort Worth, TX 76164  
 1-800-422-2117

 P.O. Box 38  
 Brush, CO 80723  
 1-800-523-6610

Lot #: 10630B

0161

THIS CONTRACT made and entered into this 5th day of November, 2010, in Brush, Morgan County, Colorado by and between J&J Cattle Co. of 9698 Cotrone-Dix Ln Bryan TX 77807 Phone Number, (979) 575-2701 hereinafter known as SELLER, and Superior Livestock Auction of PO Box 38 Brush CO 80723 Phone, (970) 842-5566 Fax, (970) 842-2705 Cell, hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM: VAC PRECON

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
83	Weaned Hfr Calves	590	\$104.00

BREED TYPE: English &amp; Exotic cross, Black, BWF, Charolais cross, Red &amp; RWF.

MIXED LOADS: Heifer price will be \$ /CWT under original price of steers.

ORIGIN: Purchased Central TX COUNTRY OF ORIGIN: USA

FRAME: Med - Med Lg FLESH: Medium

HORNS: Dehorned or Tipped EST WT VARIANCE: Very Uneven

FEEDING PROGRAM: Grass traps with free choice grow ration.

CURRENT LOCATION: Ranch, 10 mile(s) W of Bryan, TX which is 175 miles SW of Fort Worth, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B. Ranch on/between

Nov. 8-20, 2010 at the option of the representative.

WEIGHING CONDITIONS: Gather early, load on buyers truck, haul approx. 10 miles &amp; weigh on truck w/a 2%.

SLIDE: If the livestock average over the base weight the price will be adjusted 6 cents per pound for every pound over that weight on the total net pounds.

COMMENTS: Nice set of weaned hfrs ready for grass.

VACCINATIONS: Tested PI Free, VAC PRECON, Express 5, Covaxin 8, PolyBac Somnus, Pulmoguard, Mycoplasma, Ocuguard Pinkeye &amp; Cydectin, Boostered w/Express 6.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes IMPLANTED: Synovex C 8/10.

BANGS VACCINATED:

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, loosed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc. (SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyer's failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on 83 head, the sum of \$ 3,320.00 as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 0.00 as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER: J&amp;J Cattle Co.

BUYER: Superior Livestock Auction

BY: M. Marrow SLABY: K. Brue SLA

REPRESENTED BY: Greg Goudeau

(936) 873-2646

(936) 825-6545

(936) 661-8432

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not guaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the remainder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required, Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

131 E. Exchange Ave., Suite 101  
Fort Worth, TX 76164  
(817) 624-3800  
1-800-422-2117



Brush, CO 80723  
(970) 842-5568  
1-800-523-6610

2010

CONSIGNMENT #  
Accepted by SLA  
Effective Date

## CONSIGNMENT CONTRACT FOR SALE OF LIVESTOCK

FAX TO: (970) 842-2705  
(877) 523-6610

106308 AUCTION DATE Nov 5 2010  
THIS CONTRACT made and entered into this 25th day of October, 20 10, by and between

J+J Cattle Co Owner: Jerad Johnson  
of 9698 Cofone Dix Ln (SELLER'S NAME AS PAYMENT IS TO BE MADE)  
Phone 979 575 2701 (MAILING ADDRESS) SS# / FEDERAL ID# 8812 (LAST 4 DIGITS) (SELLER), Superior Livestock Auction, Inc. (SLA) and

Greg Gondeau (MARKETING REPRESENTATIVE) covers the listing for sale of the livestock described in this contract.

NO. HEAD	NO. LOADS	KIND	BASEWEIGHT	NO. HEAD	NO. LOADS	KIND	BASEWEIGHT
		Feeder Steers				Weaned Steer Calves	
		Feeder Heifers		<u>83</u>	<u>1</u>	Weaned Heifer Calves	<u>590</u>
		Feeder Heifers Open w/ Vet Cert.				Steer Calves on Cows	
		Holstein Bulls / Steers / Heifers				Heifer Calves on Cows	

MIXED LOADS: Heifer price will be \$ / cwt under original price of steers. SPECIAL LOGO: (ANGUS, HEREFORD, ETC.)

VACCINATION PROGRAM: (circle one) SLA VAC 24 34 34+ 45 PreCon PFIZER SelectVac 24 34 34+ 45 PreCon

AGE & SOURCE VERIFIED: NO (PROGRAM) RFID TAGS: YES NO TESTED PI FREE: YES OWNER CERTIFIED NATURAL: YES

PROGRESSIVE GENETICS: Yes NO (BREEDER 1) 2) (BREEDER 2) 3) (BREEDER 3)

SLIDE: 6 cents over base weight, up to 50 pounds over base weight. If cattle average 51 pounds over base weight, slide will increase 2 cents.

WT STOP @ — (25# Max) If the cattle change class due to increased weight (over the base weight), the cattle may be rejected for delivery.

BREED TYPE: English + Exotic cross, Black, BWF, Charolais Cross, Red + RWF

ORIGIN: Home Raised and/or Purchased from Central TX (STATE(S) OR GEOGRAPHIC REGION) COUNTRY: USA

FRAME SIZE: Small Medium Large Large FLESH CONDITION: Light Light Medium Medium Medium Heavy Heavy

ESTIMATED WEIGHT VARIANCE: CHECK ONE FAIRLY EVEN (0-10% +/- of pay weight) UNEVEN (10-15% +/- pay weight)  
VERY UNEVEN (15-25% +/- pay weight) Seller warrants that no individual animal will vary more or less than these percentages from the average pay weight at delivery. SLA or Marketing Representative reserves the right to reject any animal that is not within these percentages.

HORNS: dehorned or tipped FEEDING PROGRAM: 1) On cows & native grass 2) Native grass 3) grass traps

receiving free choice grow ration.

CURRENT LOCATION: Cattle are located at J+J Cattle which is 10 miles W of Bryan (CITY) (STATE) TX; which is 175 miles SW of Fortworth (CITY) (STATE) TX

where they shall remain and be handled in their normal manner until delivery. If cattle must be moved or changed to a different kind of feed or pasture, for any reason, SLA or Marketing Representative must be notified and change will be allowed only with Buyer's approval.

DELIVERY: Seller will deliver cattle to Buyer's truck(s) at Nov 8-20 2010 (DELIVERY DATE WITHIN 2 WEEK PERIOD) on / between Nov 8-20 2010 at the option of Marketing Representative, unless otherwise stated: IMMEDIATE DELIVERY: YES NO

WEIGHING CONDITIONS: gather early load on buyer's truck haul approx 10 miles + weigh on the truck with a 250

LOADS: 48,000 pounds or FREIGHT ADJUSTMENT:

IMPLANTED: 1) No 2) Not by this owner 3) Yes with Synovex C (BRAND NAME) on Aug 2010 (DATE IMPLANTED - IF KNOWN)

BANGS VACCINATED: 1) 100% 2) Not 100% 3) Can be after weighing if required for shipment at a) Seller's b) Buyer's expense and risk

4) Can be prior to delivery at a) Seller's b) Buyer's expense: 5) No CASTRATION: 1) Knife cut 2) Banded 3) Pinched (circle one)

COMMENTS: Nice set of weaned heifers that are ready for grass

VACCINATIONS: He PreC Express 5, Covexin 8, Poly Bac Somnus, Pulmoquad, mycoplasma, OcuGuard, Pinkeye Cydectin, Express 5 Booster, IT Free

BRANDS: WARRANTIES: Seller represents and warrants that it has good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

SLA acknowledges receipt of a check for \$3.00 per head in the amount of \$ on (DATE)

ADDITIONAL PROVISIONS AGREED UPON BETWEEN SELLER AND SLA AND/OR MARKETING REPRESENTATIVE: (not published)

LIVESTOCK OWNER'S FEED CERTIFICATE: The undersigned certifies that to the best of his/hers/its knowledge, as of the date of delivery, none of the livestock described above will be, on such date, adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e., none of the cattle have been fed any feed containing protein derived from mammalian tissue, e.g., meat and bone meal, as that term is defined in 21 CFR 589.2000 and none of the livestock will have an illegal level of drug residues. Seller acknowledges he has read and understands all the terms & conditions on the front & back of this contract, and will abide by them. Seller agrees all information on this contract is accurate and guarantees delivery on the livestock described herein.

MARKETING REPRESENTATIVE: Greg Gondeau (SIGNATURE) SELLER: Jerad Johnson (PRINT NAME)

By: Jerad Johnson (SIGNATURE)

WHITE / OFFICE • YELLOW / REP • PINK / SELLER



**OPEN FEEDER HEIFERS:** Heifers that are sold as "Open Feeder Heifers" must be pregnancy checked by a licensed veterinarian (seller's expense) within 21 days prior to delivery. A veterinarian's certificate must accompany the heifers. No part payment will be paid on "Open Feeder Heifers".

**SLA VACCINATION PROGRAM:** A Vaccination Certificate (provided by SLA) must accompany cattle sold in a Superior Livestock Auction Value- Added Health Program. This certificate must state the date the cattle were vaccinated, the brand name of the vaccine administered and the injection site(s).

**NO HEAD** is the **ACTUAL HEAD COUNT TO BE DELIVERED** on the contract, after sorting. Seller agrees to deliver within 95% of the number of cattle stated in this contract. Buyer, his Agent, SLA or the Marketing Representative shall have the right, at delivery, to sort and reject any stags, crippled, blind, bad eyed, loco, lump-jawed or otherwise unmerchantable cattle, or any other cattle that are not described in this contract, as determined by the Marketing Representative.

**FAILURE TO DELIVER WITHIN 95%:** In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

**LOAD LOTS:** Cattle will be sold in load lots, with a maximum of 48,000 pounds per load, unless otherwise stated. Buyer is not required to accept a specific number of cattle sold, if the load(s) exceed 48,000 pounds.

**BASE WEIGHT** is the estimated average pay weight of the cattle on the day of delivery.

**SLIDE:** If the average pay weight of the cattle at delivery is in excess of the base weight, the price will be adjusted by the amount stated in this contract, for every pound over that weight, on the total net pounds for the first 50 (fifty) pounds. If the average pay weight of the cattle is 51 pounds over the base weight, the slide will INCREASE 2 cents.

\*Example: A lot of feeder steers with a base weight of 700# sell for \$100.00 / cwt. At delivery, the steers can weigh up to 700# (average) and the price will remain the same. If the steers weigh 701# (average) with a .4 cent (.04) slide, the price will be adjusted to \$99.96/cwt; 710# - \$99.60/cwt; 715# - \$99.40/cwt; 750# - \$98.00/cwt; if the steers weigh 751# (average) the slide will accelerate 2 cents to a .6 cent (.06) slide for a price of \$96.94/cwt; etc.

**WEIGHING CONDITIONS:** All cattle will be weighed on a certified scale. Split weighing is not allowed.

**OVERNIGHT DRY STAND:** Cattle will be drylotted (no feed or water) the evening prior to delivery.

**WARRANTIES:** Seller represents and warrants that it has good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances. If cattle are encumbered by a lien, security interest or chattel mortgage, payment will be issued jointly to Seller and lienholder.

**PAYMENT TO OTHERS:** If the cattle described in this contract are not encumbered, Seller may authorize SLA to disburse proceeds of the sale to others. If the cattle are encumbered, SLA will not make payment to others without a written release from the secured party.

**COMMISSION:** Seller agrees to pay SLA a commission of 2% (two percent) of the gross proceeds of the sale (with a minimum of \$8.00 per head) plus \$2.00 per head consignment fee on the number of head delivered.

**PART PAYMENT:** Upon sale of the livestock, SLA will advance to Seller \$30.00 per head, as part payment, for the livestock described in this contract. In the event that Seller fails to deliver to Buyer the cattle as described in this contract, or at the time of delivery, there are any federal or state regulations prohibiting interstate shipment of said livestock, Seller shall return to SLA all money advanced and this contract will be terminated. Seller acknowledges that SLA will receive \$40.00 per head, as part payment, from Buyer. The \$10.00 per head received from Buyer and not paid to Seller will be held in SLA's Custodial Account for Shippers' Proceeds as a deposit on commission, until delivery, when the actual commission can be determined.

**EXCEPTION — NO PART PAYMENT WILL BE PAID ON** heifers that are sold open w/ a vet certificate, any cattle that are not in the continental United States at the time of sale or cattle that are sold for immediate delivery.

**FINAL PAYMENT:** At delivery, SLA will pay Seller, by check, the balance of the purchase price, less SLA's commission and any lawful charges.

**EXPENSES OF SELLER:** Seller will be responsible for all expenses subject to federal and state regulations, such as health inspection, brand inspection, beef checkoff, weighing, etc.

**NO SALE OR PASS-OUT:** If Seller elects to decline the highest bid offered at the auction, he/she must do so before the next lot is offered for sale. If Seller declines the highest bid they will be charged \$3.00 per head on the number of head offered with a maximum of \$1,500.00 per consignor per auction. If this no sale/pass out fee is paid prior to the auction the check will not be cashed unless the cattle no sale. If the cattle no sale, the check will be cashed and applied to the no sale fee. If this fee is not paid prior to the auction and the Seller receives a part payment this fee will be deducted from the Seller's part payment. In the event the Seller does not receive a part payment, this fee will immediately become due and payable.


**SCRATCH:** If for any reason the Seller withdraws said livestock from the auction they will be allowed to re-consign them to one of the next two consecutive auctions. If the Seller withdraws livestock and does not re-consign them there will be a fee of \$3.00 per head on the number of head offered with a maximum of \$1,500.00 per consignor per auction. This fee will be collected in the same manner as the consignment fee as stated above.

**AMENDMENTS TO CONTRACT:** Seller hereby appoints SLA or the Marketing Representative as Seller's attorney-in-fact to amend and authorizes SLA to amend the provisions of this Contract at any time prior to sale to accurately describe the livestock covered by this Contract.

**ARBITRATION OF DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

**DESIGNATION OF AGENT:** Seller authorizes SLA to complete and sign a Livestock Contract for the sale of the livestock described in this contract, on behalf of and in the name of the Seller, which will make Seller obligated to all terms and conditions of the Livestock Contract, as if Seller had signed the contract himself. Seller also authorizes SLA to negotiate a satisfactory settlement regarding any discrepancies at delivery.



 <p><b>SUPERIOR</b> Livestock Auction</p>	P.O. Box 68 Brush, CO 80723 (303) 842-5560 Fax: (303) 842-2705 1-800-523-6810	No- 044424 LOT # <u>10630B</u> DATE <u>11-8-10</u>
	PAY TO THE ORDER OF <u>J &amp; J Cattle Co</u> <u>Forty-nine thousand four hundred and 81/100</u> \$ <u>49,046.81</u> DOLLARS CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS <u>Doug Anderson</u>	

DDA Debits - 11/10/2010

NOTICE: This check must be endorsed by Payee(s) EXACTLY as printed here written on the front of the check. If any Payee(s) is a corporation, other non-individual entity, Bank(s) or other lending institution, check must be signed by an authorized individual, including their title.

ENDORSE BELOW

245 Cathie Co.  
by *[Signature]*

DDA Debits - 11/10/2010



**NON-NEGOTIABLE**



P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610



East Exchange Ave., Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
Fax: (817) 624-3325  
1-800-422-2117

### TRUCKER'S BILL OF LADING

LOT# 10630 B DATE 11-8-10  
SELLER J & J Cattle Co BUYER Superior Livestock  
LOADED AT Snook TX DESTINATION \_\_\_\_\_  
TRUCKED BY Ken Davis TRUCK # 17  
NUMBER OF HEAD LOADED 80 TIME OF DEPARTURE 9:15  
CONDITION OF CATTLE WHEN LOADED good  
COMMENTS \_\_\_\_\_

DRIVER HAS VISUALLY INSPECTED AND COUNTED ALL CATTLE LOADED AND ACCEPTS CATTLE AND HEAD COUNT AS STATED ABOVE.

[Signature] TRUCKER'S SIGNATURE  
[Signature] SLA MARKETING REPRESENTATIVE

PAPERS SENT WITH TRUCKS:

BRAND \_\_\_\_\_ HEALTH \_\_\_\_\_ WEIGH TICKETS \_\_\_\_\_ BUYERS INVOICE \_\_\_\_\_  
OFFICE COPY

No. 14594

# **SCALE TICKET**

ABC Equipment Company  
P.O. Box 470 • Snook, TX 77878

979-272-1084

Fax 979-272-1125

09:41 on 11/08/10 Tm/Dt

GROSS WEIGHT	Steering	12040 lb	Gross
	Drivers	12260 lb	Gross
	Trailer	8960 lb	Gross
	Total	33260 lb	Gross

TARE WEIGHT	Steering	12460 lb	Gross
	Drivers	37820 lb	Gross
	Trailer	32960 lb	Gross
	Total	83240 lb	Gross

10:25 on 11/08/10 Tm/Dt

## **NET WEIGHT**

Customer

Lot 10632013

J I

Ticket #

Carrier

Cattle

Driver

K. Davis

Commodity

Cattle

Weigher

Sm

Date

11-8-10

Load No.

**BILL OF LADING**  
**KD FARM SERVICE LLC**  
 P.O. Box 3301 Grandview, Texas 76050  
 (817) 866-2641 Fax (817) 866-2718

Truck Number 175 Trailer Number 67 Date 2-2-11

Load Origin ABQ Car Center 3000

Destination

Shipper ABQ Car Center

Loaded Miles


Quantity	Description of Contents of Commodity	Weight	Rate	Amount of Charges

General Bulk and Poor Stock Shipped At Owner's Risk - Shipper Responsible For Overweight Fees  
 Shipper Responsible for Animal Loss or Injury on Overweight Loads

Signature of Shipper

Signature of Driver

Received By

Remarks

Due and Payable in Johnson County, Texas  
 White - Office - Yellow - Receiver - Pink - Shipper



131 East Exchange Ave., Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
Fax: (817) 624-3325  
1-800-422-2117



## Livestock Auction

# WEIGH SHEET

PO Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

**SELLER**

J & J Cattle Co.

**LOT #**

10630B

**BUYER**

Superior Livestock

DATE \_\_\_\_\_

11-8-10

WEIGHED AT

ABC Equipment Snack T

**DATE CERTIFIED**

4-1-10

(NAME & LOCATION OF SCALE)

[illegible]

WEIGHED BY

WITNESSED BY

## NOTES

**OFFICE COPY**

P.O. Box 38  
Brush, CO 80723  
1-800-523-6610  
(970) 842-5566  
Fax: (970) 842-2705

[illegible]

332000

NET DUE

CERTIFIED NATURAL	
<p>The seller certifies that these cattle have NOT been:</p> <ul style="list-style-type: none"><li>A. Fed or injected with any antibiotics or ingredients containing possible antibiotic residues.</li><li>B. Fed any antibiotic ionophores.</li><li>C. Implanted with or fed any synthetic hormones, growth promotants or steroids of any kind.</li><li>D. Fed any feed containing protein derived from mammalian tissue.</li></ul>	

<input type="checkbox"/> Age/Source Verified	Database Provider	Seller Please Initial
----------------------------------------------	-------------------	-----------------------

USA origin.

Date \_\_\_\_\_